

Marginal Notation - 479/172

1/14/08 10:07:53
BK 576 PG 364
DESOTO COUNTY, MS
J.E. DAVIS, CH CLERK

PART OF BOB WHITE FARMS SUBDIVISION

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment"), is made this 27th day of December, 2007, by and among RTA Properties, LLC, a Mississippi limited liability company, THT, III Properties, LLC, a Mississippi limited liability company, BST Properties, LLC, a Mississippi limited liability company, RCT Properties, LLC, a Mississippi limited liability company, S.G. Properties 3, LLC, a Mississippi limited liability company, 3075 Goodman, LLC, a Mississippi limited liability company, Catherine S. Trahan, an individual resident of Marin County, California, Bayard Snowden, an individual resident of Shelby County, Tennessee, S.B.M.D., LLC, a Mississippi limited liability company, BWFGI Investments, LLC, a Mississippi limited liability company, Bob White Land, a Mississippi limited liability company, and Bob White Farms, a Mississippi limited liability company (hereinafter collectively referred to as the "Declarant"), successors-in-interest to National Bank of Commerce, Trustee under the Last Will and Testament of J.B. Snowden.

WITNESSETH:

WHEREAS, the Declarant and Association entered into that certain Declaration of Covenants, Conditions and Restrictions for Part of Bob White Farms Subdivision dated August 3, 2004, and filed of record at Book 0479, Page 0172 in the Chancery Court Clerk's Office of Desoto County, Mississippi ("Declaration"); and,

WHEREAS, pursuant to Section 13.2(B) of the Declaration, Declarant has more than two-thirds (2/3) of the total number of votes eligible to be cast as required to amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration by this First Amendment in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 13.2 of the Declaration is hereby deleted in its entirety and replaced instead with the following:

13.2 Termination and Modification.

(A) The Declarant shall have the sole right and power at all times to terminate or modify this Declaration with respect to any portion of the Property which the Declarant owns.

(B) This Declaration, or any provision hereof, or any covenant, condition, restriction and

Butler Shaw
PO Box 22567
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reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the Project or any portion thereof, with the written consent of two-thirds (2/3) of the total eligible votes of the membership of the Association voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose for such meeting; provided, however, that so long as the Declarant owns at least twenty percent (20%) of the property subject to this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of the Declarant. Any such termination, extension, modification or amendment shall become effective when a proper instrument in writing has been executed, acknowledged and recorded in the Chancery Clerk's Office of Desoto County, Mississippi.

Notwithstanding the foregoing, Declarant hereby agrees that this Declaration shall not be amended or modified by virtue of this Section 13.2 so to alter or change any of the principal access drives which grant ingress and egress to the Parcels or to alter the Common Area.

2. Miscellaneous.

A. This First Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this First Amendment conflict with the terms of the Declaration, the terms and provisions of this First Amendment shall control.

B. Except as otherwise expressly provided herein, all capitalized terms herein contained shall have the same meanings as set forth in the Declaration.

C. Except as expressly modified in this First Amendment, all terms, conditions, provisions, of the Declaration shall remain in full force and effect.

D. This First Amendment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

RTA Properties, LLC,
a Mississippi limited liability company

By: Matthew G. Buyer
Title: Manager

ACKNOWLEDGMENT

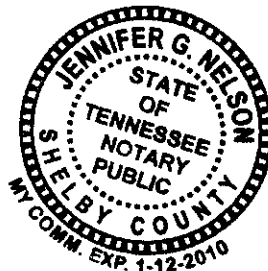
STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Matthew G. Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself herself to be the Manager of **RTA Properties, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **RTA Properties, LLC**, a limited liability company, by himself herself as manager.

WITNESS my hand, at office, this 28th day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

THT, III Properties, LLC,
a Mississippi limited liability company

By: Matthew S. Buyer
Title: Manager

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Matthew S. Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the manager of **THT, III Properties, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **THT, III Properties, LLC**, a limited liability company, by himself as manager.

WITNESS my hand, at office, this 28th day of December, 20007.

Jennifer Nelson
Notary Public

My Commission expires:

1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

BST Properties, LLC,
a Mississippi limited liability company

By: Matthew A. Buyer
Title: Manager

ACKNOWLEDGMENT

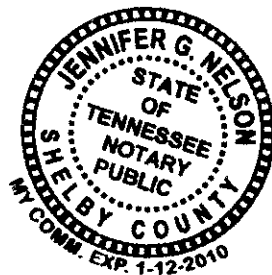
STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Matthew G. Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself herself to be the manager of **BST Properties, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **BST Properties, LLC**, a limited liability company, by himself herself as manager.

WITNESS my hand, at office, this 28th day of December, 200 7.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

RCT Properties, LLC,
a Mississippi limited liability company

By: Matthew G. Buyer

Title: Manager

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Matthew G. Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the manager of **RCT Properties, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **RCT Properties, LLC**, a limited liability company, by himself as manager.

WITNESS my hand, at office, this 28th day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

S.G. Properties 3, LLC,
a Mississippi limited liability company

By: Catherine S Trahan

Title: manager

ACKNOWLEDGMENT

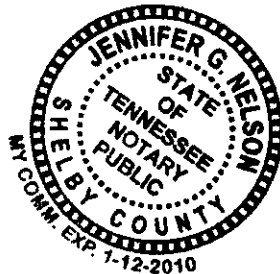
STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Catherine S. Trahan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the manager of **S.G. Properties 3, LLC**, a Mississippi limited liability company, the within named bargainer, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **S.G. Properties 3, LLC**, a limited liability company, by himself/herself as manager.

WITNESS my hand, at office, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

3075 Goodman, LLC,
a Mississippi limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

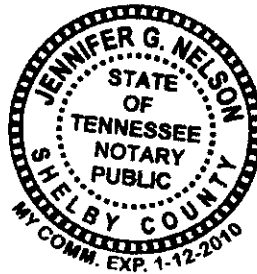
STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared J Bayard Snowden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the manager of **3075 Goodman, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes ~~therein contained~~, by signing the name of **3075 Goodman, LLC**, a limited liability company, by himself as manager.

WITNESS my hand, at office, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



Catherine S Trahan
Catherine ^S Trahan

ACKNOWLEDGMENT

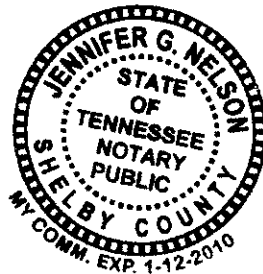
STATE OF Tennessee
COUNTY OF Shelby

On this 27 day of December, 2007, personally appeared Catherine ^S Trahan, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal, at office, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



Bayard Snowden
Bayard Snowden

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

On this 27 day of December, 2007, personally appeared **Bayard Snowden**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal, at office, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

S.B.M.D., LLC,
a Mississippi limited liability company

By: Catherine S Trahan

Title: manager

ACKNOWLEDGMENT

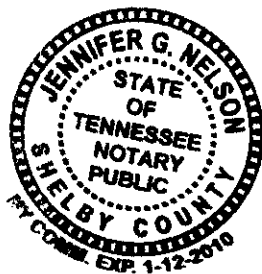
STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Catherine S. Trahan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the manager of **S.B.M.D., LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **S.B.M.D., LLC**, a limited liability company, by himself/herself as manager.

WITNESS my hand, at office, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

BWFGL Investments, LLC,
a Mississippi limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

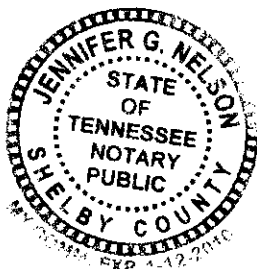
Before me, a Notary Public of the state and county mentioned, personally appeared J. Bayard Snowden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the manager of **BWFGL Investments, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **BWFGL Investments, LLC**, a limited liability company, by himself/herself as manager.

WITNESS my hand, at office, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My Commission expires:

1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

Bob White Land, LLC,
a Mississippi limited liability company

By: Catherine S Trahan

Title: manager

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared Catherine S. Trahan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the manager of **Bob White Land, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **Bob White Land, LLC**, a limited liability company, by himself/herself as manager.

WITNESS my hand, at office, this 27 day of December, 200 7.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

Bob White Farms, LLC,
a Mississippi limited liability company

By: *J Bayard Snowden*
Title: *Manager*

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the state and county mentioned, personally appeared J Bayard Snowden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the manager of **Bob White Farms, LLC**, a Mississippi limited liability company, the within named bargainor, and that he/she as such manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **Bob White Farms, LLC**, a limited liability company, by himself/herself as manager.

WITNESS my hand, at office, this 27 day of December, 200 7.

Jennifer G. Nelson
Notary Public

My Commission expires:
1-12-2010



Prepared By:
EVANS & Petree PC
1000 Ridgewood Ridgeway Loop
Memphis, TN 38120
901-521-4575